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4 BILL NO. S-77-07-44

5 SPECIAL ORDINANCE NO. S- 174-77

6 AN ORDINANCE approving a contract with
7 Bercot, Inc., for North Maumee Intercep-
8 tor Sewer Resolution No. 290-77, Sec. III

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated July 18, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and Bercot, Inc., for:

14 City of Fort Wayne, Indiana
15 Water Quality Control Sewage Works
16 Project C-180839-01; North Maumee
Interceptor Sewer Resolution No.
290-77, Section III,

17 for a total cost of \$192,337.00, all as more particularly set
18 forth in said contract which is on file in the Office of the
19 Board of Public Works and is by reference incorporated herein,
20 made a part hereof and is hereby in all things ratified, con-
21 firmed and approved.

22 SECTION 2. This Ordinance shall be in full force and
23 effect from and after its passage and approval by the Mayor.
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28 
29 Councilman

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31
32
33 APPROVED AS TO FORM
AND LEGALITY

34 
35 City Attorney

Read the first time in full and on motion by Burns, seconded by

Hunger, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-26-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns,

seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-9-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-174-77 on the 9th day of August, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1977 at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of August, 1977,

at the hour of 4:30 o'clock _____

Rabat Elumstrong
MAYOR

Bill No. S-77-04-44

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance

Approving a contract with Bercot, Inc., for North Maumee Interceptor Sewer

Resolution No. 290-77, Sec. III

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 27 PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

Paul M. Burns
Fredrick R. Hunter
Vivian G. Schmidt
Winfield C. Moses Jr
James S. Stier

CONCURRED IN

DATE 8-9-77 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

THIS CONTRACT made the 18 day of July, 1977, by and between BERCOT, INC., hereinafter called the "Contractor" and the City of Fort Wayne, Indiana, a Municipal Corporation, hereinafter called the "OWNER", WITNESSETH that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in all workmanlike manner the construction of

CITY OF FORT WAYNE, INDIANA
WATER QUALITY CONTROL SEWAGE WORKS
PROJECT C-180839-01; NORTH MAUMEE
INTERCEPTOR SEWER RESOLUTION
NO. 290-77, SECTION III

for the Owner, all in strict accordance with the Drawings and Specifications including any and all addenda, prepared by Water Pollution Control Engineering Department, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of ONE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED THIRTY-SEVEN AND 00/100 (\$192,337.00) DOLLARS.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications, including Addenda Number
 - a. Modifications to General Conditions of the Contract
 - b. Instructions to Bidders
 - c. General Conditions of the Contract
 - d. Detailed Specifications
5. Drawings
 - a. Detailed Drawings
 - b. General Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. EQUAL OPPORTUNITY CLAUSE. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sections for non-compliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE V. BID CONDITIONS, AFFIRMATIVE ACTION REQUIREMENTS, EQUAL EMPLOYMENT OPPORTUNITY.

FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED IN ADAMS, ALLEN, DEKALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES, INDIANA

NOTICE:

Each bidder, Contractor or subcontractor (hereinafter the Contractor) must fully comply with either Part I or Part II, as applicable, of these bid conditions as to each construction trade it intends to use on this construction contract and all other construction work (both federal and non-federal) in the Fort Wayne area during the performance of this Contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part I or Part II, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

PART I: The provisions of this Part I apply to Contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the Fort Wayne area construction program (hereinafter the Fort Wayne plan) for equal opportunity and have jointly made a commitment to specific goals of minority utilization. The Fort Wayne plan is a tripartite voluntary agreement between the Northern Indiana Building Trades Council, the Associated Building Contractors, Inc., Mechanical Contractors Association of Indiana, Inc. (Fort Wayne Area), Fort Wayne Division, North Central Indiana Chapter of the National Electrical Contractors Association, Fort Wayne Area Sheet Metal Association, Inc., and the minority group coalition of Fort Wayne. The Fort Wayne plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any Contractor using one or more trades of construction employees must comply with either Part I or Part II of these bid conditions as to each such trade. A Contractor may therefore be in compliance with Part I of these bid conditions by its participation with the labor organization which represent its employees in the Fort Wayne plan as to one trade provided there is set forth in the Fort

Wayne plan a specific commitment by both the Contractor and the labor organization to a goal of minority utilization for that trade. Contractors using trades which are not covered by Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minorities and female utilization set forth in Part II.

If a Contractor does not comply with the requirements of these bid conditions, it shall be subject to the provisions of Part II.

Part II:

A. COVERAGE. The provisions of this Part II shall be applicable to those Contractors who:

1. are not or hereafter cease to be signatories to the Fort Wayne plan incorporated by reference in Part I hereof;
2. are signatories to the Fort Wayne plan but are not parties to collective bargaining agreements;
3. are signatories to the Fort Wayne plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the Fort Wayne plan;
4. are signatories to the Fort Wayne plan and are parties to collective bargaining agreements with labor organizations but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the Fort Wayne plan;
5. are participating in an affirmative action plan which is no longer acceptable to the director, OFCCP, including the Fort Wayne plan;
6. are signatories to the Fort Wayne plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the Fort Wayne plan and, as a result, have been placed under Part II of the bid conditions by the office of federal contract compliance programs.

B. REQUIREMENT -- An Affirmative Action Plan. Contractors described in Paragraphs 1 through 6 above shall be subject to the provisions and requirements of Part II of these bid conditions including the goals and timetables for minority* utilization, and specific affirmative action steps set forth in Sections B. 1 and 2 of this Part II. The Contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

1. Goals and Timetables. The goals of minority utilization required of the Contractor are applicable to each trade used by the Contractor in the Fort Wayne plan area and which is not otherwise bound by the provisions of Part I. For all such trades the following goals and timetables shall be applicable:

GOALS FOR MINORITY UTILIZATION

Until Jan. 1975		4.3%	5.3%
From Jan. 1975	To Jan. 1976	5.3%	6.2%
From Jan. 1976	To Jan. 1977	6.2%	7.1%
From Jan. 1977	To Jan. 1978	7.1%	8.0%
From	To		**

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the Contractor's aggregate.

"Minority" is defined as including blacks, Spanish surnamed Americans, Orientals and American Indians, and includes both minority men and minority women.

** In the event that any work which is subject to these bid conditions is performed in a year later than the latest year for which goals or minority utilization have been established, the goals for the last year of the bid conditions will be applicable to such work.

Work force, which includes all supervisory personnel, in each trade on all projects (both federal and non-federal) in the Fort Wayne plan area during the performance of its contract (example: the period beginning with the first day of work on the federal or federally assisted construction contract and ending with the last day of work.)

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a Contractor's projects. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project to project for the purpose of meeting the Contractor's goals shall be a violation of Part II of these bid conditions.

If the Contractor counts the non-working hours of trainees and apprentices in meeting the Contractor's goals, such trainees and apprentices must be employed by the Contractor during the training period; the Contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "federal purposes" or approved as supplementing the Fort Wayne plan.

2. Specific Affirmative Action Steps. No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the Fort Wayne plan area. A Contractor subject to Part I which fails to comply with its obligations under the Equal Opportunity Clause of its contract (including failure to meet its fair share obligation if provided in the Fort Wayne plan) or subject to Part II which fails to achieve its commitments to the goals for minority

utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

(a) The Contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.

(b) The Contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons therefor. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and the reasons therefor.

(c) The contractor should have promptly notified the contracting or administering agency and the office of federal contract compliance programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.

(d) The contractor should have disseminated its EEO Policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO Policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.

(e) The contractor should have disseminated its EEO Policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.

(f) The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.

(g) The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

(h) The contractor where reasonable should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

(i) The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

(j) The contractor should have made certain that all facilities were not segregated by race.

(k) The contractor should have continually monitored all personnel activities to ensure that its EEO Policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

(l) The contractor should have solicited bids for subcontracts from available minority subcontracts engaged in the trades covered by these bid conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3. Subsequent Signatory to the Fort Wayne Plan. Contractors that are subject to the requirements of Part II at the time of the submission of their bids which together with labor organizations with which they have collective bargaining agreements, subsequently become signatory to the Fort Wayne plan, either individually or through an association, will be deemed bound to their commitments to the Fort Wayne plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A. 1-6.

4. Non-Discrimination: In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

Part III: Compliance and Enforcement. In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these bid conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to the requirements of that part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these bid conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these bid conditions, including the provisions relating to goals of minority employment and training.

A. Contractors Subject to Part I.

1. A contractor covered by Part I of these bid conditions shall be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part I, provided the contractor together with the labor organization or organizations with which it has a collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the Fort Wayne plan, or can demonstrate that every good faith effort has been made to meet the goal. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the office of federal contract compliance programs determines that the contractor has violated a substantial requirement in the Fort Wayne plan

or Executive Order 11246, amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the Fort Wayne plan or has engaged in unlawful discrimination. Such violations shall be deemed to be non-compliance with the equal opportunity clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2. The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the Fort Wayne plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the Fort Wayne plan no longer represents effective affirmative action. In that event it shall be solely responsible for any final determination of that question and the consequences thereof.

3. Where OFCCP finds that a contractor has failed to comply with the requirements of the Fort Wayne plan and its obligation under Part I of these bid conditions, it shall take such action and/or impose such sanctions as may be appropriate under the executive order and its regulations. When the OFCCP proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these bid conditions. The failure of the contractor to comply with its obligations under the equal opportunity clause shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these bid conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the Fort Wayne Plan. The pendency of such formal proceedings shall be taken into consideration by Federal Agencies in determining whether such contractor can comply with the requirements of executive order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of Basic principles of Federal Procurement Law.

A. Contractors subject to Part II. In regard to Part II of these bid conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these bid conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the equal opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these bid conditions, the agency shall take such action and impose such sanctions which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these bid conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these bid conditions by instituting

at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the basic principles of federal procurement law.

C. Obligations Applicable to Contractors Subject to Either Part I or Part II.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and the Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of the employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

Part IV: General Requirements

1. Contractors are responsible for informing their subcontractors in writing, regardless of tier, as to their respective obligations under Parts I and II hereof, as applicable. Whenever a contractor subcontracts a portion of the work in any trade covered by these bid conditions, it shall include these bid conditions in such subcontracts and each subcontractor shall be bound by these bid conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these bid conditions. However, the prime contractor shall give notice to the assistant regional administrator of the office of federal contract compliance programs of the department of labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these bid conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract of contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for government contracts and federally-assisted construction contracts pursuant to the executive order.

3. The contractor shall carry out such sanctions and penalties for violation of these bid conditions and the equal opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the office of federal contract compliance programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these bid conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the equal opportunity clause of its contract with respect to matters not covered in the Fort Wayne plan or in Part II of these bid conditions.

5. The procedures set forth in these bid conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the director of the office of federal contract compliance programs within thirty days.

6. Requests for exemptions from these bid conditions must be made in writing, with justification, to the director, Office of Federal Contract Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must keep such records and file such reports relating to the provisions of these bid conditions as shall be required by the contracting or administering agency or the office of federal contract compliance programs.

For the information of bidders, a copy of the Fort Wayne plan may be obtained from the contracting officer.

A list of trades which are currently participating in the Fort Wayne plan may be obtained from OFCCP, or the contracting or administering agency.
Signed this _____ day of _____, 1977.

SIGNED

SECRETARY OF LABOR

SIGNED

ASSISTANT SECRETARY FOR EMPLOYMENT STANDARDS

SIGNED

DIRECTOR, OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS

AS PER FEDERAL REGISTER

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE VI. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

Attest:

Title

BERCOT, INC.

Contractor

By

Paul Bercot
President
Title

(SEAL)

ATTEST:

Title

THE CITY OF FORT WAYNE, INDIANA

By

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

THE Cincinnati Insurance Company

CINCINNATI OHIO

KNOW ALL MEN BY THESE PRESENTS, That

Bercot, Inc.

(hereinafter called "Principal"), as Principal, and THE CINCINNATI INSURANCE COMPANY a corporation of the State of Ohio, with its Home Office in the City of Cincinnati, Ohio, (hereinafter called "Surety"), as Surety, are held and firmly bound unto

- Board of Public Works, City of Fort Wayne, Indiana- - - - -

(hereinafter called "Owner" (or "Obligee")) in the full and just sum of

-One Hundred Ninety Two Thousand Three Hundred Thirty Seven and No/100-

----- Dollars (\$ 192,337.00)

to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 18th day of July A. D. 19 77

WHEREAS, the Principal has entered into a certain written agreement, dated the 18th day of July A. D. 19 77, with the Owner (or Obligee) for City of Fort Wayne, Indiana, Water Quality Control Sewage Works, Project C-180839-01; North Maumee Interceptor Sewer Resolution

No. 290-77, Section III

which agreement is or may be attached hereto for reference.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

WITNESS:

Bercot, Inc. (SEAL)

By: Paul A. Bercot (SEAL)

(SEAL)
Principal

THE CINCINNATI INSURANCE COMPANY

By: Donald F. Campbell
Attorney-in-Fact
Donald F. Campbell

S-698 10/60



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

H. Stanley Huff, Jr.; Donald F. Campbell and/or
Ruth Kramer

of Fort Wayne, Indiana

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its President this 15th day of August 1976.



THE CINCINNATI INSURANCE COMPANY

Robert B. Morgan
President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 15th day of August 1976, before me came the above named President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry D. Berlon

HENRY D. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio,
this 18th day of July 1977



Robert J. Dieckhaus
Secretary and Treasurer

TITLE OF ORDINANCE SPECIAL ORDINANCE - NORTH MAUMEE INTERCEPTOR SEWER RESOL. NO. 290-77~~SEC. III~~DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE CONTRACT - NORTH MAUMEE INTERCEPTOR SEWER RESOLUTION NO. 290-77,FOR SECTION III, BERCOT, INC., CONTRACTOR, WATER QUALITY CONTROL SEWAGE WORKSPROJECT C-180839-01, NORTH MAUMEE INTERCEPTOR. (AMOUNT - \$192,337.00)EFFECT OF PASSAGE ABILITY TO ACCEPT SEWAGE FROM CITY OF NEW HAVEN AS PER MANDATE OFSTATE AND BOARD OF HEALTHEFFECT OF NON-PASSAGE INABILITY TO UTILIZE FEDERAL GRANT OF OVER \$2,000,000. ANDINABILITY TO ACCEPT MANDATE OF STATE IN ACCEPTING NEW HAVEN SEWAGE, AND INABILITY TOELIMINATE THREE POLLUTION POINTS IN RIVERMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) EPA GRANT

ASSIGNED TO COMMITTEE